



# **GENERAL INFORMATION** **CITY OF FRISCO, TEXAS**

COMPETITIVE SEALED BID NO. 1205-054

## **LANDSCAPE MAINTENANCE SERVICES**

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DOCUMENTS ARE DUE TO THE OFFICE OF THE DIRECTOR OF  
ADMINISTRATIVE SERVICES PRIOR TO:

***May 31, 2012 @2:00 PM CST***

***Question Deadline May 22, 2012 @4:00 PM CST***

***NO LATE BIDS WILL BE ACCEPTED***

**CD OR FLASH DRIVE AND AN ORIGINAL AND TWO HARD  
COPIES REQUIRED**

~~~~~  
**DOCUMENTS  
MAY BE DELIVERED OR  
MAILED TO:**

**CITY OF FRISCO  
Tom Johnston, Director of  
Administrative Services, 6101  
Frisco Square Blvd.,  
FRISCO, TX 75034**

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**FOR ADDITIONAL INFORMATION CONCERNING THIS BID PLEASE CONTACT:**

**Tom Johnston C.P.M., CPPO  
Director of Administrative Services  
[tjohnston@friscotexas.gov](mailto:tjohnston@friscotexas.gov)  
972 292 5540**

**Jean Stellatella CPIM, CPPB  
Buyer  
[jstellatella@friscotexas.gov](mailto:jstellatella@friscotexas.gov)  
972 292 5541**



## CITY OF FRISCO

### COMPETITIVE SEALED BID NUMBER 1205-054

#### Landscape Maintenance Services

**BIDDER MUST SUBMIT A CD OR FLASH DRIVE AND AN ORIGINAL PLUS TWO HARD COPIES OF THE BID TO FACILITATE EVALUATION. IF THE CD OR FLASH DRIVE AND AN ORIGINAL PLUS TWO HARD COPIES OF THE BID ARE NOT SUBMITTED, YOUR BID MAY BE CONSIDERED AS "NON-RESPONSIVE TO SPECIFICATIONS" AND MAY NOT BE CONSIDERED FOR FURTHER EVALUATION.**

The City of Frisco (the "City") is accepting Competitive Sealed Bids for Landscape Maintenance Services. It is the Contractor's responsibility to visit and inspect each site prior to submitting their bid.

It is the policy of the City to involve small businesses and qualified minority/woman owned businesses to the greatest extent possible in the procurement of goods, equipment, services, and construction projects.

**Bid must be received by May 31, 2012 at 2:00 PM CST BY THE DIRECTOR OF ADMINISTRATIVE SERVICES OFFICE. NO BID WILL BE ACCEPTED AFTER THAT DATE AND TIME. ALL BIDS RECEIVED AFTER THIS DATE AND TIME WILL BE CONSIDERED UNRESPONSIVE. THERE IS A QUESTION DEADLINE OF May 22, 2012 @ 4:00 PM CST. ALL QUESTIONS ARE TO BE EMAILED TO: [JSTELLATELLA@FRISCOTEXAS.GOV](mailto:JSTELLATELLA@FRISCOTEXAS.GOV)**

**Bids will be publicly opened and read at the Frisco City Hall located at 6101 Frisco Square Blvd., Frisco, Texas 75034 on May 31, 2012 at 2:05 PM.**

Write the competitive sealed bid number 1205-054, Landscape Maintenance Services and the name of your organization on the outer envelope.

Bids are to be submitted in accordance with the attached City specifications and the "General Conditions of Bidding" attached hereto. Each bidder is required to fill in every blank; failure to do so may be used as a basis for rejection of a bid. The City reserves the right to reject any or all bids, to waive formalities, or to proceed otherwise when in the best interest of the City.

**SEE ATTACHED SPECIFICATIONS/BID FORM**

The successful bidder may be required to execute a written contract.

The City will have the right and option to extend the term of the contract for four (4) additional one (1) year periods upon the same terms and conditions. The City will also have the right and option to terminate the contract upon thirty (30) days written notice.

## GENERAL CONDITIONS OF BIDDING

1. INSTRUCTIONS: These instructions apply to all bids/proposals and become a part of the terms and conditions of any bid/proposal submitted and any agreement entered into subsequent thereto, unless exception is taken in writing by bidder when submitting bid.

### **BIDDING**

2. FORM: Bidders must submit a CD or Flash Drive and an original and two (2) hard copies of the sealed bid/written quote/proposal to the Director of Administrative Services prior to response due date/time. Failure to submit the CD or Flash Drive and an original and two (2) hard copies may result in the bid being declared unresponsive to specification and may not be further evaluated.
3. PRICING: Price(s) quoted must be held firm for a minimum of ninety (90) days from the date of bid closing. In the case of estimated requirement contract bid, the prices must remain firm for the period as specified in the bid. "Discount from list" bids are not acceptable unless specifically requested in the bid.
4. QUANTITIES: In the case of estimated requirements contract bid, quantities appearing are estimated as realistically as possible. However, the City reserves the right to increase, decrease or delete any item or items of material to be furnished while continuing to pay the price quoted on this bid regardless of quantity. The successful bidder shall have no claim against the City for anticipated profits for the quantities called for, diminished, or deleted.
5. ERROR-QUANTITY: Bids must be submitted on units of quantity specified, extended, and show total. In the event of discrepancies in extension, the unit prices shall govern.
6. F.O.B./DAMAGE: Quotations shall be bid F.O.B. delivered to the designated Municipal Facility, Frisco, Texas and shall include all delivery and packaging costs. The City assumes no liability for goods delivered in damaged or unacceptable condition. The successful bidder shall handle all claims with carriers, and in case of damaged goods, shall ship replacement goods immediately upon notification by the City.
7. DELIVERY PROMISE-PENALTIES: Bids MUST show the number of calendar days required to place the material in the possession of the City. Do not quote shipping dates. When delivery delay can be foreseen, the bidder shall give prior written notice to the City, who shall have the right, in its sole discretion, to extend the delivery date if reasons for delay appear acceptable. Default in promised delivery, without acceptable reasons, or failure to meet specifications, authorizes the City to purchase the goods elsewhere, and charge any increase in cost and handling to the defaulting bidder.
8. BIDDER SHALL PROVIDE: With this bid response, the bidder shall provide all documentation required. Failure to provide this information may result in rejection of bid.

9. ALTERING/WITHDRAWAL OF BIDS: Bids cannot be altered or amended after submission deadline. The signer of the bid, guaranteeing authenticity, must initial any interlineations alteration, or erasure made before opening time. No bid may be withdrawn after opening time without first submitting a written reason to the Director of Administrative Services and obtaining the Director of Administrative Services approval.
10. PRESENTATION OF BIDS: No oral, telegraphic, telephonic, e-mailed, or facsimile bids will be considered at this time. All bids must be submitted in a sealed envelope.
11. CORRESPONDENCE: This bid number must appear on ALL correspondence, inquiries, bid submittal documents, etc. pertaining to this Invitation for Bid.
12. ADDENDA: Any interpretations, corrections or changes to this Invitation for Bid and specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the City of Frisco Purchasing Division. An attempt will be made to mail, fax, or e-mail any addenda to all who are known to have received a copy of this Invitation for Bid. Bidders shall acknowledge receipt of all addenda in the designated area on the bid document. It is the responsibility of the bidder to ensure receipt of all addenda and to include the changes in this bid document.
13. LATE BIDS: Bids received by the City after submission deadline shall be returned unopened and will be considered void and unacceptable. The City is not responsible for lateness of mail, carrier, etc.
14. BID OPENINGS: All bids submitted will be read at the City's regularly scheduled bid opening for the designated project. However the reading of a bid at bid opening should not be construed as a comment on the responsiveness of such bid or as any indication that the City accepts such bid as responsive.

The City will make a determination as to the responsiveness of bids submitted based upon compliance with all applicable laws, City of Frisco Purchasing Guidelines, and project documents, including but not limited to the project specifications and contract documents. The City will notify the successful bidder upon award of the contract and according to state law; all bids received will be available for inspection at that time, unless otherwise provided by law.

15. BID TABULATION: Bidders desiring a copy of the bid tabulation may request it by enclosing a self-addressed stamped envelope with bid. **BID RESULTS WILL NOT BE GIVEN BY TELEPHONE**. You can also download a copy on our website, [www.friscotexas.gov](http://www.friscotexas.gov). If you have any questions, please contact the City of Frisco, Purchasing Division, at (972) 292-5541.

16. **PROTESTS:** All protests regarding the bid solicitation process must be submitted in writing to the City within five (5) working days following the opening of bids. This includes all protests relating to advertising of bid notices, deadlines, bid opening, and all other related procedures under the Local Government Code, as well as any protests relating to alleged improprieties or ambiguities in the specifications.

This limitation does not include protests relating to staff recommendations as to award of this bid. Protests relating to staff recommendations may be directed to the City Manager within in five (5) days of the staff recommendation memo. Unless otherwise provided by law, all staff recommendations will be made available for public review prior to consideration by the City Council.

17. **BID AWARD:** The City reserves the right to award a separate contract to separate bidders for each item/group or to award one contract for the entire bid. Unless stipulated in the attached bid specifications, the contract will be awarded to the lowest responsible bidder or to the bidder who provides the goods or services specified herein at the best value for the City in compliance with Texas Local Government Code, Section 252.043.
18. **CHANGE ORDERS:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing by the City.

## **PERFORMANCE**

19. **MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE BIDDERS:** A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder must meet the following requirements:
- A. Have adequate financial resources or the ability to obtain such resources as required;
  - B. Be able to comply with the required or proposed delivery schedule;
  - C. Have a satisfactory record of performance;
  - D. Have a satisfactory record of integrity and ethics; and
  - E. Be otherwise qualified and eligible, as determined by the City, to receive an award.

The City may request representation and other information sufficient to determine bidder's ability to meet these minimum standards listed above.

20. **ASSIGNMENT:** The successful bidder shall not sell, assign, transfer or convey this contract in whole or in part, without the prior written consent of the City.
21. **SPECIFICATION-SAMPLES:** Any catalog, brand name, or manufacturer's reference used is considered to be descriptive, not restrictive, and is indicative of the type and quality the City desires to purchase. Bids on brands of like nature and quality may be considered unless specifically excluded. If bidding on other than reference, bid must certify article offered is equivalent to specifications and it is subject to approval by the using department and the Purchasing Division. Samples, if required, shall be furnished free of expense to the City. **SAMPLES SHOULD NOT BE ENCLOSED WITH BID UNLESS REQUESTED.**

22. TESTING: A Manager so designated, by the City, without expense to the City, may perform testing at the request of the City or any participating entity.
23. PACKAGING: Unless otherwise indicated, items will be new, unused, and in first class condition in containers suitable for damage-free shipment and storage.
24. DELIVERY: Deliveries will be acceptable only during normal working hours at the designated City Municipal Facility. The place of delivery shall be set forth in the purchase order. The terms of this agreement are "no arrival, no sale".
25. TITLE AND RISK OF LOSS: The title and risk of loss of goods shall not pass to the City until the City actually receives and takes possession of the goods at the point(s) of delivery.
26. PATENT RIGHTS: The Bidder agrees to indemnify and hold the City harmless from any claim involving patent right infringement or copyrights on goods supplied.

#### **PURCHASE ORDERS AND PAYMENT**

27. PURCHASE ORDERS: A purchase order(s) shall be generated by the City Director of Administrative Services to the successful bidder. The purchase order number must appear on all itemized invoices and packing slips. The City will not be held responsible for any work orders placed and/or performed without a valid current purchase order number. Payment will be made for all services rendered and accepted by the contract administrator for which a valid invoice has been received.
28. BID SECURITY/BOND REQUIREMENTS: If required, bid security shall be submitted with bids. Any bid submitted without bid bond, or cashiers/certified check, shall be considered non-responsive and will not be considered for award. Performance and/or payment bonds, when required, shall be submitted to the City, prior to commencement of any work pursuant to the agreement provisions.
29. FUNDING: The City is a home-rule municipal corporation operated and funded on an October 1 to September 30 basis, accordingly, the City reserves the right to terminate, without liability to the City, any contract for which funding is not available.
30. TAXES: The City is exempt from Federal Manufacturer's Excise, and State sales taxes. TAX MUST NOT BE INCLUDED IN BID PRICING. Tax exemption certificates will be executed by the City and furnished upon request by the Finance Division.
31. PAYMENT TERMS: Payment terms are Net 30 unless otherwise specified by the City in this document. Prompt payment discounts may be used by the City in determining the lowest responsible bidder.
32. INVOICES: Invoices must be submitted by the successful bidder to [accountspayable@friscotexas.gov](mailto:accountspayable@friscotexas.gov).

## **CONTRACT**

33. **CONTRACT PERIOD/RENEWAL OPTIONS:** In the case of an annual contract bid, the contract shall be for a predetermined period as specified in the Invitation for Bids. If a clause for option to renew for additional period(s) is (are) included, renewal(s) will be based solely upon the option and written agreement between both the City and the Contractor. Either party dissenting will terminate the contract in accordance with its initial specified term.
34. **INTERLOCAL AGREEMENT:** Successful bidder agrees to extend prices to all entities that have entered into or will enter into joint purchasing Interlocal Cooperation Agreements with the City. The City is a participating member of the Collin County Governmental Purchasing Forum (the "Forum"). As such, the City has executed Interlocal Agreements, as permitted under Section 791.025 of the Texas Government Code with certain other governmental entities in Collin County authorizing participation in a cooperative purchasing program. The successful bidder may be asked to provide products/services, based upon bid price, to any other participant in the Forum.
35. **AUDIT:** The City reserves the right to audit the records and performance of successful bidder during the term of the contract and for three (3) years thereafter.
36. **SUCCESSFUL BIDDER SHALL:** Defend, indemnify and save harmless the City and all its officers, Managers and employees and all entities, their officers, Managers and employees who are participating in this contract from all suits, actions or other claims of any character, name and description brought for or on account of any injuries, including death, or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any Manager, officer, director, representative, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Successful bidder shall pay any judgment with cost which may be obtained against the City and participating entities growing out of such injury or damages.
37. **TERMINATION FOR DEFAULT:** The City reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of this contract. The City reserves the right to terminate the contract immediately in the event the successful bidder fails to: (1) meet delivery schedules; or (2) otherwise performs in accordance with these specifications. Breach of contract or default authorizes the City to, among other things, award to another bidder, purchase elsewhere and charge the full increase in cost and handling to the defaulting successful bidder.



38. **ACCEPTABILITY:** All articles enumerated in the bid shall be subject to inspection by a City officer or employee designated for the purpose. If found inferior to the quality called for, or not equal in value to the specifications, deficient in workmanship or otherwise, this fact shall be certified to the Director of Administrative Services who shall have the right to reject the whole or any part of the same. Work determined to be contrary to specifications must be replaced by the bidder and at its expense. All disputes concerning quality of supplies utilized in the performance of this bid will be determined solely by the Director of Administrative Services or designated representative.
39. **REMEDIES:** The successful bidder and the City agree that each party has all rights, duties, and remedies available as stated in the Uniform Commercial Code and any other available remedy, whether in law or equity.
40. **VENUE:** This contract will be governed and construed according to the laws of the State of Texas. This contract is performable in Collin County, Texas.
41. **SILENCE OF SPECIFICATION:** The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.
42. **NO PROHIBITED INTEREST:** The bidder acknowledges and represents they are aware of the laws and City Charter regarding conflicts of interest. The City Charter states in part that "No officer, whether elected or appointed, or any employee, whether full or part time, of the City shall have a substantial financial interest, direct or indirect, in any contract, other than employment contracts, with the City; or have a substantial financial interest, direct or indirect in the sale to the City of any land, materials, supplies or services....."
42. **FORCE MAJEURE:** If, by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this contract, then such party shall give notice and full particulars of such Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines, or canals, or other causes not reasonable within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

43. DISCLOSURE OF CERTAIN RELATIONSHIPS

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of Frisco not later than the 7<sup>th</sup> business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. Chapter 176 and the questionnaire may be found at [www.friscotexas.gov](http://www.friscotexas.gov).

By submitting a response to this request, vendor represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code

## CITY OF FRISCO CONTRACTOR INSURANCE REQUIREMENTS

Contractors providing good, materials and services for the City of Frisco shall, during the term of the contract with the City or any renewal or extension thereof, provide and maintain the types and amounts of insurance set forth herein. All insurance and certificate(s) of insurance shall contain the following provisions:

1. Name the City, its officers, Managers, representatives, and employees as additional insureds as to all applicable coverage with the exception of workers compensation insurance.
2. Provide for at least thirty (30) days prior written notice to the City for cancellation, non-renewal, or material change of the insurance.
3. Provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance.

Insurance Company Qualification: All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service.

Certificate of insurance: A certificate of insurance evidencing the required insurance shall be submitted with the contractor's bid or response to proposal. If the contract is renewed or extended by the City a certificate of insurance shall also be provided to the City prior to the date the contract is renewed or extended.

### Type of Contract

### Type and amount of Insurance

#### Special Events

General Liability insurance for personal injury (including death) and property damage with a minimum of \$1 Million Dollars per occurrence and \$2 Million Dollars aggregate, including coverage for advertising injury and products coverage

Statutory Workers compensation insurance as required by state law

(If the contractor serves alcoholic beverages)  
Liquor Liability with a minimum of \$1 Million Dollars per Occurrence and \$2 Million Aggregate.

(If high risk or dangerous activities) Umbrella Coverage or Liability Excess Coverage of \$ 2 Million Dollars

(If automobile or limousine service is involved even if volunteers)  
Automobile Liability with a minimum of \$1 Million Dollars combined single limit.

#### Public Works and Construction

General Liability insurance for personal injury (including death) and property damage with a minimum of \$1 Million Dollars per occurrence and \$2 Million Dollars aggregate, including advertising injury, products coverage and (XCU) Explosion, collapse and underground (If high risk or dangerous activities) Umbrella Coverage or Excess Liability Coverage of \$2 Million Dollars Statutory Workers compensation insurance as required by state law

#### Professional Services

Professional Liability Insurance with a minimum of \$1 Million Dollars per occurrence and \$2 Million Dollars aggregate.

(If size or scope of project warrant)  
Umbrella Coverage or Excess Liability Coverage of \$2 Million Dollars

<b>ACORD Certificate of Liability Insurance</b>				DATE (MM/DD/YYYY) 11/21/2007	
<b>PRODUCER</b> City of Frisco 6101 Frisco Square Blvd. Frisco, TX 75034	<b>Insurance Company Name &amp; Address</b> Phone & Fax #'s	<b>INSURED</b> Choices QuickForms Street Address1 Street Address2 City State Zip	<b>INSURERS AFFORDING COVERAGE</b> INSURER A INSURER B INSURER C INSURER D INSURER E	<b>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.</b>  <b>NAIC #</b>	
<b>COVERAGES</b> THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR ANY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF EACH POLICY. E. & AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.					
<b>PRODUCTS</b> <b>LTG. CODE</b>	<b>TYPE OF INSURANCE</b>	<b>POLICY NUMBER</b>	<b>POLICY EFFECTIVE DATE (MM/DD/YYYY)</b>	<b>POLICY EXPIRATION DATE (MM/DD/YYYY)</b>	<b>LIMITS</b>
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> YEAR <input type="checkbox"/> LOSS				EACH OCCURRENCE BODILY INJURY PROPERTY DAMAGE AD & EMP (Per person) PERSONAL & AD & INJURY GENERAL AGGREGATE PRODUCTS - COMMOD AGG
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Per accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	<b>UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY EACH OCCURRENCE AGGREGATE
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY POLICY PERIOD PARTICIPATING OCCURRENCE (If not, indicate date of inception, policy description)				WORKERS COMPENSATION EMPLOYERS' LIABILITY ALL EACH ACCIDENT EL DISEASE - CA DISEASE EL DISEASE - POLICY LIMIT
<b>DESCRIPTION OF OPERATIONS / LOCATIONS / PRODUCTS / EXCLUSIONS / SPECIAL PROVISIONS</b> The City of Frisco, its officers, agents, representatives, and employees as additional insureds as to all applicable coverage with the exception of workers compensation insurance. Provide a waiver of subrogation against the City for injuries, including death, property damage, and any other loss or damage, to the extent the same is covered by the proceeds of insurance.					
<b>CERTIFICATE HOLDER</b> The City of Frisco 6101 Frisco Square Blvd. Frisco, TX 75034			<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL EXCEDEAN TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPROVE NO EXONERATION OF LIABILITY OF ANY AGENT UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. <input checked="" type="checkbox"/> AS THEIR AGENT REPRESENTATIVE		

ACORD 25 (2001/08)

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## Supplemental Information

Texas Government Code Section 2252.002 Non-resident bidders. A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located.

In order to make this determination, please answer the following questions:

1. Address and phone number of your principal place of business:

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2. Name and address of principal place of business, and phone number of your company's majority owner:

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3. Name and address of principal place of business, and phone number of your company's ultimate parent company:

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### MINORITY/WOMAN-OWNED BUSINESS PARTICIPATION

It is the policy of the City of Frisco to involve small businesses and qualified minority/women-owned businesses to the greatest extent possible in the procurement of goods, equipment, services and construction projects. To assist us in our record keeping, please list below the names of the minority or woman-owned firms you would be utilizing in this bid, and note the monetary involvement:

NAME OF FIRM	TELEPHONE #	\$ INVOLVEMENT

**AFFIDAVIT OF NO PROHIBITED INTEREST**  
(Supplemental Information)

(I) (WE), the undersigned declare and affirm that no person or officer in (my) (our) firm, business, corporation, or board has or will have during the term of this contract a prohibited interest as that is defined in City Charter.

(I) (WE) further understand and acknowledge that the existence of a prohibited interest at any time during the term of this contract will render the contract voidable.

Name of Contractor: \_\_\_\_\_

Title of Officer: \_\_\_\_\_

Signature of Contractor: \_\_\_\_\_

Date: \_\_\_\_\_

**ACKNOWLEDGMENT**

STATE OF TEXAS           \*

\*

COUNTY OF COLLIN       \*

BEFORE ME, the undersigned authority, on this day personally appeared, a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of \_\_\_\_\_, for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN under my hand and seal of office this the \_\_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
Signature of Notary Public in and for the State of Texas

STAMP

## SUPPLEMENTAL INFORMATION

Please provide the following information for contract development.

Is your firm?

- |                        |                          |     |                          |    |
|------------------------|--------------------------|-----|--------------------------|----|
| 1. Sole Proprietorship | <input type="checkbox"/> | YES | <input type="checkbox"/> | NO |
| 2. Partnership         | <input type="checkbox"/> | YES | <input type="checkbox"/> | NO |
| 3. Corporation         | <input type="checkbox"/> | YES | <input type="checkbox"/> | NO |

If company is a sole proprietorship, list the owner's full legal name:

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If company is a partnership, list the partner's full legal name(s):

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If company is a corporation, list the full legal name as listed on the corporate charter:

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Is this firm a minority, or woman-owned business enterprise?

☐ NO    ☐ YES    If yes, specify (☐) MBE    (☐) WBE

Has this firm been certified as a minority/woman-owned business enterprise by any governmental agency?    ☐ NO    ☐ YES

If yes, specify governmental agency: \_\_\_\_\_

Date of certification: \_\_\_\_\_



For explanation please see Terms and Conditions Item #43

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b>		<b>FORM CIQ</b>
<b>For vendor or other person doing business with local governmental entity</b>		
<p>This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.</p> <p>By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</p> <p>A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>		<b>OFFICE USE ONLY</b>
1	<b>Name of person doing business with local governmental entity.</b>	Date Received
2	<p><input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p>(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p>	
3	<b>Name each employee or contractor of the local governmental entity who makes recommendations to a local government officer of the governmental entity with respect to expenditures of money AND describe the affiliation or business relationship.</b>	

4

**Name each local government officer who appoints or employs local government officers of the governmental entity for which this questionnaire is filed AND describe the affiliation or business relationship.**

Adopted 11/02/2005

**CONFLICT OF INTEREST QUESTIONNAIRE****For vendor or other person doing business with local governmental entity**

- 5 Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.**

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or other relationship. Attach additional pages to this Form CIQ as necessary.

- A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire? ☐ Yes ☐ No
- B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity? ☐ Yes ☐ No
- C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more? ☐ Yes ☐ No
- D. Describe each affiliation or business relationship.

\_\_\_\_\_  
Signature of person doing business with the governmental entity

\_\_\_\_\_  
Date

Adopted 11/02/2005

**BIDDER REMINDER LIST:**  
**REQUESTED DOCUMENTATION INCLUDED?**  
**CD OR FLASH DRIVE AND AN ORIGINAL AND TWO (2) HARD COPIES INCLUDED?**  
**ALL BLANKS COMPLETED ON THIS BID FORM?**  
**COMPLETED COMPANY PROFILE/REFERENCES?**  
**COMPLETED SIGNATURE?**

**City of Frisco**  
**Bid Number 1205-054**  
**Landscape Maintenance Services Specifications**

The City of Frisco is accepting competitive sealed bids to establish an annual contract for landscape maintenance services for the Public Works Facility, 11300 Research Road, Police Headquarters & Detention, 7200 Stonebrook Parkway, Frisco Athletic Center, 5828 Nancy Jane Lane and the Wade Plaza Retention Pond adjacent to the Frisco Athletic Center, Central Fire Station/Safety Town, 8601 Gary Burns Drive, Fire Fleet, 8860 Tomlin, Frisco Fire Station #2, 3711 Ohio Drive, Frisco Fire Station #3, 5449 Warren Parkway, Frisco Fire Station #4, 4485 Cotton Gin, Frisco Fire Station #5, 14300 Eldorado Parkway, Frisco Fire Station #6, 3535 Eldorado Parkway and Frisco Fire Station #7, 330 W. Stonebrook Parkway. The City will have the right and option to extend the term of the contract for four (4) additional one (1) year periods upon the same terms and conditions. The City will also have the right and option to terminate the contract upon thirty (30) days written notice. The bid will be awarded to the **LOWEST RESPONSIVE, RESPONSIBLE BIDDER** meeting specifications. The quantities are approximate, estimated annual quantities only. The contract will be awarded to one vendor only. The contract will not be split.

**1. General Information**

It is the intent of these specifications to describe the requirements for landscape maintenance services for the City of Frisco. The Contractor will supply all necessary materials, equipment, labor and supervision. The Contractor may not sell, sublet, or otherwise assign any part of its responsibilities to others without written consent of the City of Frisco. It is the Contractor's responsibility to visit and inspect each site prior to submitting their bid. The City intends to award this contract to one contractor. **This bid will not be split.**

**2. Qualifications/Requirements for Contractors Bidding**

The Department attaches great importance to the ability of the Contractor to complete the work as specified. This concern does not demonstrate a lack of trust in the Contractor, but rather an acknowledgment of the Department's obligation to the citizens of the City. In order that this obligation is fulfilled, the requirements listed in items 1-3 in this section must be met.

Contractors who bid must submit a completed Contractors Information Report. The report must demonstrate the following:

1. A minimum of three (3) years verifiable experience on projects of similar size and type and a minimum of three (3) qualified Client's names, addresses, contact names and telephone numbers.

2. Contractor must supply an itemized listing of all equipment to be used in the execution of this contract including, but not limited to: mowers, trimming/edging equipment, transport vehicles, and trailers. If the Contractor plans to lease or purchase any or all equipment, it shall provide evidence satisfactory to the City that includes the name, address, and telephone number of the company where the equipment is to be leased/purchased.

A statement from the company that the Contractor qualifies for leasing/purchasing of the equipment specified. An on-site inspection may be required as part of the bid process. The equipment shall be kept in good operating condition at all times.

3. Satisfactory evidence that the Contractor has adequate experienced personnel, proper facilities, and adequate work plan to complete the work as specified.
4. During term of agreement, Contractor must provide the Facilities Manager a working telephone number and address. The telephone number must be answered on work days, Monday – Friday, 8:00 AM to 5:00 PM. An alternate or emergency telephone number must also be provided. The Contractor must provide a contact representative and alternate contact and their cell phone numbers.
5. Unless otherwise approved by the Facilities Manager or his designated representative, all work at all sites shall be completed on the same day or on consecutive working days. Weather/growth conditions may cause the cancellation of landscape maintenance services. The Facilities Manager or his designated representative has the sole decision over whether the weather/soil/turf conditions are appropriate for landscape maintenance services. Failure of the Contractor to abide with the Facilities Manager or his designated representative's decision can result in termination of the contract. Contractor **shall not** begin a cycle without approval from the Facilities Manager or his designated representative. All questions or concerns are to be directed to the Facilities Manager or his designated representative.
6. Additional work requested by the City or suggested by the Contractor beyond the scope of work described in these specifications shall be contracted separately with the Contractor for a negotiated amount.
7. The Contractor shall operate as an independent contractor and not as an agent, representative, partner, or employee of the City of Frisco, and shall control its operation at each work site and be solely responsible for the acts or omissions of its employees.
8. The Contractor and its employees will be courteous to the Public and City personnel at all times while at the work sites. Conflicts or potential conflicts between required work and the public or intended use of a location should be formally documented to the Facilities Manager and building representative or his designated representative within 24 hours if time and circumstances permit. Otherwise, notification shall be verbal or by telephone, and shall be confirmed in writing within 24 hours.
9. The Contractor's employees shall report to work in clean uniforms, including shirt and pants. The Contractor Company name shall be displayed on the employee's shirts. Employees shall wear shirts at all times.

10. The Contractor's employees will not carry fire arms, consume/possess alcohol or use/possess any illegal drugs, or be under the influence of such while on city property. Employees violating these requirements shall immediately be removed from the work site.
11. Failure on the part of the Contractor to complete landscape maintenance services within the specified time period, or if the Contractor does not meet the contract specifications, may result in the contractor being assessed **ONE HUNDRED DOLLARS (\$100.00)** per day as liquidated damages for incomplete work until all work is completed.
12. The Contractor will be responsible for any damage done to plant materials or other property during landscape maintenance services operations.
13. The Contractor shall invoice monthly for all work performed during the calendar month. Invoices should be emailed to [accountspayable@friscotexas.gov](mailto:accountspayable@friscotexas.gov).
14. All contractor employees and equipment shall have the proper safety equipment devices, which include but are not limited to hearing and eye protection, and orange safety vests. All vehicles utilized under this contract will be clean, free of mud, dirt, and grime, without noticeable rust spots and faded paint, serviceable, and shall comply with safety standards required by OSHA and the State of Texas. All vehicles used by the Contractor will be identified with company name or logo conspicuously displayed on door panels. Professionally done hand lettering, magnetic signs, or pressure sensitive decals may be used to comply with this specification. All vehicles operating from a public road shall have a rotating amber caution light mounted on the top of the vehicles. All equipment and personal protective equipment shall meet OSHA safety standards. Warning signs and barricading shall be in accordance with all applicable state and federal laws.

### **Unit Cost**

The unit cost for evaluation purposes shall be the total cost to maintain and complete all tasks associated with one mowing cycle for the Public Works Facility, 11300 Research Road, Police Headquarters & Detention, 7200 Stonebrook Parkway, Frisco Athletic Center, 5828 Nancy Jane Lane, Frisco Athletic Center, 5828 Nancy Jane Lane and the Wade Plaza Retention Pond adjacent to the Frisco Athletic Center, Central Fire Station/Safety Town, 8601 Gary Burns Drive, Fire Fleet, 8860 Tomlin, Frisco Fire Station #2, 3711 Ohio Drive, Frisco Fire Station #3, 5449 Warren Parkway, Frisco Fire Station #4, 4485 Cotton Gin, Frisco Fire Station #5, 14300 Eldorado Parkway, Frisco Fire Station #6, 3535 Eldorado Parkway and Frisco Fire Station #7, 330 W. Stonebrook Parkway, Frisco, Texas.

### **Increases/Decreases of Acreage and/or Cycles**

Dependent upon funding and/or growth conditions, the City may elect to increase/decrease the area/number of cycles. Any increases/decreases will be calculated at the unit cost.

## **Insurance**

Upon award of the bid, the Contractor must supply proof of general liability and workers compensation insurance that meets the City's insurance requirements. See Pages 11, 12, & 13 for the City's insurance requirements.

## **Cancellation of Agreement**

Parties agree that the City may cancel this agreement by providing thirty (30) days written notice to the Contractor.

## **Specifications**

### **General Specifications**

The **mowing season** is April through November.

All work shall be performed Monday through Friday only. Work will not be allowed on Saturday or Sunday without prior permission from the Facilities Manager or his designated representative.

### **Maintenance Specifications**

#### **Locations**

Upon award of this contract, the contractor will perform landscape services weekly during the mowing season (April through November) at the following locations:

Central Fire Station/Safety Town, 8601 Gary Burns Drive, Frisco, TX 75034  
Frisco Athletic Center, 5828 Nancy Jane Lane, Frisco, TX 75035 & the  
Wade Plaza Retention Pond, adjacent Frisco Athletic Center  
Fire Fleet Maintenance Facility, 8860 Tomlin Drive, Frisco, TX 75034  
Fire Station 2, 3711 Ohio Drive, Frisco, TX 75035  
Fire Station 3, 5449 Warren Parkway, Frisco, TX 75034  
Fire Station 4, 4485 Cotton Gin Road, Frisco, TX 75034  
Fire Station 5, 14300 Eldorado Parkway, Frisco, TX 75035  
Fire Station 6, 3535 Eldorado Parkway, Frisco, TX 75033  
Fire Station 7, 330 W. Stonebrook Parkway, Frisco, TX 75034  
Police Headquarters and Detention Facility, 7200 Stonebrook Parkway, Frisco, TX 75034  
Public Works, 11300 Research Road, Frisco, TX 75034

**Inspection** – The areas maintained at each facility will be inspected upon completion of each Landscape maintenance service cycle. The contractor must correct any deficiencies found within 24 hours. Failure to do so may result in termination of the contract.



**Mowing Height** – Bermuda is to be maintained at a height of 1.5 inches. Buffalo grasses are to be maintained at a height of 3 inches to 4 inches.

**Mowing Frequency** – The estimated frequency between mowing and other maintenance is to be based on the types of grasses being mowed, as noted below. The City reserves the right to increase or reduce the number of mowings, and the contractor will bill the City on a per-mowing basis.

Estimated Number of Annual Mowings:

Grass types:

Buffalo - 9

Bermuda - 34

**Chemicals & Fertilizers** – Chemicals and fertilizers shall be applied as necessary for proper landscape and pest and weed control. All chemicals and fertilizers are subject to approval of the Facilities Manager or his designated representative. The Facilities Manager shall be notified of any application prior to the application. An application schedule should be included with the Contractor's bid. The City requires the Contractor to use 1 pound per thousand square feet of nitrogen when applying fertilizer to Bermuda grass. The City anticipates three applications per year (Spring, Summer, and Fall). Lawns are to remain green and free of pests and weeds. All chemical and fertilizer applications must be made by a licensed applicator (TDA or SPCB). Copies of the license and a listing of the license numbers must be submitted with the bid proposal.

**Edging** – All curbs and sidewalks shall be edged with every mowing cycle.

**Trimming** – All signs, poles, trees, planter bed edges, obstacles, expansion joints, concrete/paver areas, etc., shall be trimmed around with string trimmers. The turf shall be trimmed to the assigned mowing height. Care shall be used to avoid injury to plant material. Trimming shall be completed concurrently with mowing on every cycle.

**Planter Bed Maintenance** – The contractor shall remove all weeds from ground cover/shrub beds each mowing cycle. There will be no annual flower beds to be planted or maintained. For the purposes of this contract, a weed shall be considered "any undesirable or misplaced plant." The frequency for planter bed maintenance shall be every mowing cycle.

**Trimming** - Trimming of shrubs will be on an "as needed" basis but will not exceed twice per season. The need for shrub trimming will be determined by the Facilities Manager or his designated representative.

**Litter** – The contractor shall be responsible for removing and disposing of any and all trash or debris, such as paper, cans, bottles, rocks, etc., which is not intended to be part of the landscape. Removal of trash will include sweeping/removing grass clippings from sidewalks and other paved areas.

**Tree Pruning** – The contractor shall be responsible for minor tree pruning. Minor tree pruning shall mean removing sucker growth. The contractor shall contact the Facilities Manager or his designated representative for pruning low-hanging or broken/damaged limbs. The frequency shall be every mowing cycle.

**Mowed Area** – All mowed areas shall be free of clumped grass cuttings. Turf shall be cut in a professional manner so as not to scalp turf or leave areas of uncut grass. Care shall be taken to prevent discharge onto any paved surface such as streets, curbs and gutters, sidewalks, parking areas, apparatus aprons, or any adjoining property.

**Damage to Trees** – Trees/shrubs in the contract area may be checked before contract work begins. Contractor shall be responsible for damage to a tree which is the result of Contractor's actions. A check of all trees may be made at the end of the contract period. The inspection shall be attended by the Contractor and the Facilities Manager or his designated representative.

Damages shall be assessed as follows: \$75 for any slight damage to trees, i.e. damage that may heal; \$150 for badly damaged trees, which in the opinion of the City or its representative, may eventually contribute to the death of the tree. Damages as prescribed herein shall be deducted from payments otherwise due to the Contractor.

**Maintenance of Paved Areas** – The Contractor shall maintain all paved areas, keeping them free of grass and weeds, by periodic spraying with non-selective herbicides. Herbicide must be pre-approved by the Facilities Manager or his designated representative and applied on an "as needed basis" as determined by the Facilities Manager or his designated representative to maintain paved areas free of grass and weeds.

## Machinery and Equipment

Contractors must supply a list of all equipment available for use on this contract. Being available means that the equipment is owned or under the control of the bidder submitting this proposal.

<u>Number of Units</u>	<u>Type of Equipment</u>



**CITY OF FRISCO PURCHASING DIVISION**  
**BID FORM**  
**Bid #1205-054**  
**Landscape Maintenance Services**

	Item	Est. # of Trips	Central Fire & Safety Town	Fire Fleet	Fire #2	Fire #3	Fire #4	Fire #5	Fire #6	Fire #7	PD HQ Det	Pub Wks	Frisco Ath Ctr	Wade Plaza Retention Pond	Per Trip Total	Per Year Total
1	Mowing Bermuda	34										N/A	N/A			
2	Buffalo Grass	9	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A			N/A		
3	Edging	34														
4	Trimming	34														
5	Pre-Emergent Herbicide	1														
6	Post-Emergent Herbicide, Broadleaf	1														
7	Post-Emergent Herbicide, Grassy Weeds	1														
8	Turf Fertilizer	3														

	Item	Est. # of Trips	Central Fire & Safety Town	Fire Fleet	Fire #2	Fire #3	Fire #4	Fire #5	Fire #6	Fire #7	PD HQ Det	Pub Wks	Frisco Ath Ctr	Wade Plaza Retention Pond	Per Trip Total	Per Year Total
9	Planter Bed Fertilizer	3												N/A		
10	Pest Control	As needed														
11	Spot Weed Control	As needed														
12	Planter Bed Maintenance	34												N/A		
13	Litter Removal	34														
14	Tree Pruning	As needed														
15	Shrub Trimming	As Needed														
Totals																

The undersigned certifies that the bid prices contained in this bid have been carefully reviewed and are submitted as correct and final. Bidder further certifies and agrees to furnish any and/or all product/service upon which prices are extended at the price offered, and upon the conditions in the specifications of the Invitation for Bid.

I hereby certify that the foregoing bid has not been prepared in collusion with any other bidder or other person or persons engaged in the same line of business prior to the official opening of this bid. Further, I certify that the bidder is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination to control the price of product/service bid on, or to influence any person or persons to bid or not to bid thereon."

Name of Bidder: \_\_\_\_\_

Address of Bidder: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail address: \_\_\_\_\_

By: \_\_\_\_\_ (print name) Cash Discount Terms: \_\_\_\_\_

Title: \_\_\_\_\_ Federal ID #/SSN #: \_\_\_\_\_

Signature: \_\_\_\_\_

Acknowledgement of Addenda: #1 \_\_\_\_\_ #2 \_\_\_\_\_ #3 \_\_\_\_\_ #4 \_\_\_\_\_ #5 \_\_\_\_\_